

May 9, 2019

To Whom It May Concern:

Re: HVAC maintenance and repair service for City of Lincoln

The City of Lincoln is now accepting proposals for HVAC Services Contract for City Buildings.

The HVAC Contractors must bid on all areas requiring service. Contractor shall provide a per occurrence service price for each identified Building and the required pricing for extra work. The per occurrence service price provided shall be all inclusive, including: labor, materials, and transportation related costs.

Please refer to the Request for Proposal (RFP) for details and specific instructions for the submittal of a proposal. There will be a **mandatory** pre-bid meeting on Thursday, May 16, 2019 at 9:00 am at the Corporation Yard located at 2100 Flightline Drive Lincoln CA 95648. Anyone (company or person) that wishes to propose on the required services is required to attend the pre-bid meeting.

Thank you for taking the time to review these documents. We look forward to a very productive process.

Sincerely,

Scott Boynton
Parks and Facilities Supervisor
Public Works
City of Lincoln

City Hall
600 Sixth Street
Lincoln, CA 95648
(916) 434-2400
www.lincolncalifornia.gov

City Manager's Office ♦ Community Development ♦ Engineering ♦ Fire
Library ♦ Recreation ♦ Police ♦ Public Works ♦ Support Services



PROPOSAL INFORMATION FOR CONTRACTORS

Schedule of Activities

The tentative schedule of key milestones related to the City of Lincoln (City) Janitorial Services Request for Proposal (RFP) is as follows:

- | | |
|---|---------------|
| • RFP Release | May 9, 2019 |
| • Mandatory Pre-Bid Meeting (@9:00 AM) | May 16, 2019 |
| • Written Questions Submission Deadline (by 3:00 PM) | May 23, 2019 |
| • City Response to Written Questions | May 28, 2019 |
| • (Receipt of Proposals to City (by 1:00 PM) | June 4, 2019 |
| • Estimated Staff Recommendation to City Council | June 25, 2019 |
| • Contract Award | June 25, 2019 |
| • First Day of Janitorial Services | July 1, 2019 |

1. General Scope and Location of Work

The HVAC Services Contract (Contract) will be an outcome based contract that must comply with the City's standard General Services Contract (**Attachment A**) and Contract Specifications (**Attachment B**). The Contractor is responsible for developing the Monthly Service Prices necessary to conform to the Contract Specifications that are applicable to the services areas being proposed on. The proposal is to be presented with the total monthly service cost for each site.

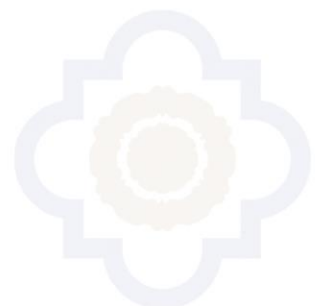
The work to be performed under the Contract consists of furnishing all labor, insurance, materials, and equipment needed to perform park and facilities janitorial services.

The Contractor is being asked to provide bids for the following types of work:

- HVAC maintenance
- HVAC repairs

Location of work

1. City Hall- 600 6th Street
2. Fire Station 33- 17 McBean Park Dr
3. Fire Station 34- 126 Joiner Parkway
4. Fire Station 35- 2525 East Joiner Parkway
5. Chamber of Commerce- 540 F Street
6. Fire Station- 2525 E. Lincoln Parkway
7. Civic Center- 511 5th Street
8. 12 Bridges Library- 485 Twelve Bridges Dr
9. Police Department- 770 7th Street
10. Community Center- 2010 1st Street
11. McBean Pavilion- 65 McBean park Dr
12. Lincoln Arts- 580 6th Street





- 13. Plaza Building- 640 5th Street
- 14. Senior Center- 391 H Street
- 15. Corp Yard 2100 Flightline Dr

2. Examination of RFP and Contract Documents

Contractor shall thoroughly examine and be familiar with the terms of this RFP, legal and procedural documents, the City's standard General Services Contract, the Contract Specifications, and any addendums to this RFP. Submission of a proposal shall constitute acknowledgment that the Contractor has thoroughly examined and is familiar with the RFP and required Contract Documents. Failure or neglect of a Contractor to receive or examine any of the Contract Documents shall in no way relieve the Contractor of any obligation with respect to Contractor's proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

Submission of a proposal is entirely voluntary. No compensation is offered for any work related to preparation of the proposal or the selection process.

3. Interpretations of Contract Documents

No oral representations or interpretations will be made to any Contractor as to the meaning of the Contract Documents. Requests for interpretation shall be made in writing and emailed to the person identified below by 3:00 pm on **May 23, 2019**. All requests for interpretation must be emailed to Scott Boynton at scott.boynton@lincolncalifornia.gov.

No other individuals are to be contacted regarding this RFP. If any of the requests for interpretations require amendment of the RFP or associated Contract Specifications, an addendum will be posted to the website.

4. Proposals

Proposals shall be in written form and must include the information requested by the City. All proposals shall give all information requested therein, and shall be signed by the Contractor or an authorized representative(s) with authority to execute a legally binding contract. Unauthorized conditions, omissions, or limitations attached to a proposal may render the proposal non-responsive and may cause its rejection.

Three copies of the proposal shall be enclosed in a sealed envelope or box, labeled and delivered to the office of **City Clerk, 600 Sixth Street, Lincoln, California, 95648** by **June 4, 2019 at 1:00 PM**. Contractors are warned against making erasures or alterations of any kind, without initialing each and every such change. No oral, telegraphic, or telephone (including facsimile) proposals or modifications will be considered. Proposal forms received after the deadline date will not be accepted. Postmarks will not be accepted. No Contractor may withdraw its proposal for a period of ninety (90) days after the date set for the opening of proposals.

Proposals must include, at a minimum, the following information:

A. Cover Letter: The cover letter shall include a statement of Contractor's approach



for providing Janitorial Services to the City, the name of the company submitting the proposal, the mailing address, telephone number, fax number, email address, and the name of the contact person. The cover letter shall also identify any exceptions to the City's standard general services contract included in **Exhibit A. Section shall be a maximum of one page.**

B. Certification of Proposal: Each proposal shall include a certification of the proposal as shown in **Exhibit G. Section shall be a maximum of one page.**

C. Statement of Qualifications: Provide a brief overview of the company's qualifications related to the successful completion of the required services. Describe the company's overall organization structure as it will relate to this project. Identify personnel that will be assigned to the contract team along with a brief summary of experience for each key member of the proposed contract team. All proposed subcontractors shall be identified. Describe management personnel's experience with accounts of similar size and scope. Include a detailed description of the company, employee position categories, and current number of employees in each category.

Detail any involvement, past or current, relative to litigation or other disputes (if any) concerning your performance with any clients to whom your company has provided services. List all contracts canceled or not extended and state any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. **Section shall be a maximum of five pages.**

D. Financial Stability: The City wants to ensure that the successful Contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop notices, judgments, lawsuits and foreclosures, or any such actions filed or resolved in the past seven (7) years. Also, furnish a statement of financial resources demonstrating that the company has the ability to maintain a staff of regular employees or contractors adequate to insure continuous performance of work, and demonstrating that the equipment for the work contemplated is sufficient, adequate and suitable. **Section shall be a maximum of one page.**

E. Customer Service and Quality Assurance: Discuss the company's customer service and quality assurance philosophy and processes. Provide a summary of standard quality assurance procedures that will be applied to the contract. **Section shall be a maximum of two pages.**

F. Service Price Form: The required Service Price Form is included in **Exhibit F.** Contractor shall include a Monthly Service Price for each of the facilities requiring service and pricing for all other services included on the form.

Prices provided shall cover all labor, materials and supplies, and transportation related costs necessary for the completion of and fulfillment of the required services



per the sample contract and the Contract Specifications for each identified service area.

Any Extra Work completed under the contract shall be paid on an hourly basis unless otherwise indicated. Extra Work that is considered general janitorial services (per the contract specifications) shall be paid at the hourly rate included on the Service Price Form. Any Extra Work required that is above and beyond the scope of work provided in this RFP and is not considered general janitorial services will be completed at a negotiated price.

The Contract Specifications will be an attachment to the contract. Monthly service prices shall include all applicable federal, state, and local taxes.

The Contractor must agree to perform the described work for the prices indicated on the submitted Service Price Form. The initial proposed pricing shall be in effect until June 30, 2020. The Contractor will receive a 2.5% escalation on Service Prices on each of the following dates: July 1, 2020 and July 1, 2021. With the exception of the allowed escalation, the Contract bid price shall remain in effect for the duration of the contract. The City will have the option to extend the contract by one three year term.

G. Conflict of Interest: Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Contractor has no conflicts of interest, a statement to that effect must be included in the proposal. **Section shall be a maximum of one page.**

5. Award of Contract

Upon City Council approval, a contract may be awarded. The City reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal or in the RFP procedures. City also reserves the right to award maintenance only or maintenance and service work together.

The selected Contractor will be required to execute a Janitorial Services Contract with the City. A sample general services contract is included in **Exhibit A**. The applicable Contract Specifications, included in **Exhibit B**, will be included in the final contract. Contract specifications that apply to service categories not proposed on will be deleted from the final contract documents.

The award of the contract, if any, will be for a period commencing on July 1, 2019 and expiring on June 30, 2022. The Contractor's initial proposed pricing must be in effect for up to twelve months. The Contractor will receive a 2.5% escalation for monthly services on the following dates: July 1, 2020 and July 1, 2021. With the exception of the allowed escalation, the Contract proposal price shall remain in effect for the duration of the contract. The City will have the option to extend the contract by one three-year term.



6. Extension of Contract

The Contract shall include the option for one three-year extension. If an extension is granted, the Monthly Service Prices plus allowed escalation will still be in effect.

7. Prevailing Wage

This is a prevailing wage project. Contractor shall comply with all applicable prevailing wage laws during the course of the Contract. For more information, please visit <https://www.dir.ca.gov/>.

8. Selection Criteria

The City will evaluate and rank proposals based on the selection criteria that is identified below. All items are equally weighted.

- A. Ability of the Contractor to provide innovative approaches and techniques in the delivery of services and partnering with the City to reach high quality outcomes.
- B. Previous experience in providing a high level of quality service on like-sized public and private projects (including any City of Lincoln Contracts) and demonstration of a high level of understanding of public finance practices.
- C. A high level of competence, knowledge, and expertise in the areas Janitorial Services
- D. Quality and performance assessments of work quality and working relationships with current and recent clients that indicate high levels of satisfaction and effectiveness.
- E. Cost effectiveness of proposal.

9. Identification of Subcontractors

Contractor(s) may use subcontractors for various functions or may put together a full-service proposal, utilizing subcontractors to supplement functions not provided directly by the lead contractor. All subcontractors shall be approved by the City prior to any work being completed by a subcontractor. Proposed contractors/subcontractors shall be identified in the Statement of Qualifications section of the proposal and must pass Department of Justice Criminal back ground check.

10. Insurance

Contractor shall, at no cost to the City, obtain and maintain during the term of the Contract those insurance amounts listed in the general service contract agreement included as Attachment A.

11. Performance Bond

At its sole cost, Contractor shall provide and maintain during the course of the Contract a Faithful Performance Bond in the form provided by the City included in **Exhibit H**. Such bond shall be renewed on an annual basis and shall be in effect during the entire term of the Contract. The bond shall be equivalent to one quarter (1/4) of the total of the annual Monthly Service Prices.

12. Extra Work





Work activities that are not included in the Contract Specifications will be considered Extra Work. Extra Work that is considered general janitorial services per **Exhibit B** shall be paid for at the hourly rate provided on the Service Price Form. All Extra Work will be subject to approval by the City. Extra work items that are not included in this scope of work will be subject to negotiation and may be paid for on a time and materials basis or a lump sum basis. All extra work shall be approved by the City in writing prior to initiating the work. City shall not pay for extra work completed prior to receipt of approval.

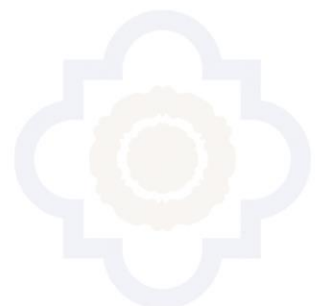
13. Inspection of Work

Contractors shall inspect the work sites to determine locations of the proposed work and the actual conditions at the sites. Contractors may request by email additional information and explanation before submitting proposals. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to determine the conditions of the work sites and the extent of work to be performed.

14. Public Records

Each Contractor is hereby informed that upon submittal of its proposal to the City the proposal is the property of the City.

- A. The City shall consider each proposal subject to the public disclosure requirements of the California Records Act (California Government Code sections 6250, *et seq.*), unless there is a legal exception to public disclosure.
- B. If a Contractor believes that any portion of its proposal is subject to a legal exception to public disclosure, the Contractor shall: (1) clearly mark the relevant portions of its proposal as "Confidential" and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act. The City Attorney's Office will determine if the information is confidential, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Contractor shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.





LIST OF EXHIBITS:

**EXHIBIT A
SAMPLE CONTRACT FOR SERVICES**

**EXHIBIT B
CONTRACT SPECIFICATIONS**

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

**EXHIBIT D
CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700**

**EXHIBIT E
FACILITIES, EQUIPMENT, OTHER MATERIALS**

**EXHIBIT F
SERVICE PRICE FORM**

**EXHIBIT G
PROPOSAL CERTIFICATION**

**EXHIBIT H
PERFORMANCE BOND**





EXHIBIT A

SAMPLE CONTRACT FOR SERVICES

THIS CONTRACT is made on October_____, 20____, by and between the CITY OF LINCOLN ("City"), and _____ ("Consultant/Contractor").

WITNESSETH:

WHEREAS, _____ the _____ City proposes _____; _____;

WHEREAS, the Consultant/Contractor has presented a proposal for such services to the City, dated _____, 20____, attached hereto and incorporated herein as **Exhibit A**, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

Consultant/Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in **Exhibit B** ("Contract Specifications"). This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

Consultant/Contractor enters into this Contract as an independent contractor and not as an employee of the City. The Consultant/Contractor shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant/Contractor are employees, agents, contractors or subcontractors of the Consultant/Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant/Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

The Consultant/Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and



materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT:

The services of Consultant/Contractor are to commence upon execution of this Contract by the City, and shall be undertaken and completed in accordance with the Schedule of Performance, attached hereto and incorporated herein by this reference as **Exhibit C**.

Consultant/Contractor's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3

The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of 5 years **OR** [a period equal to the original term of this Contract] in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

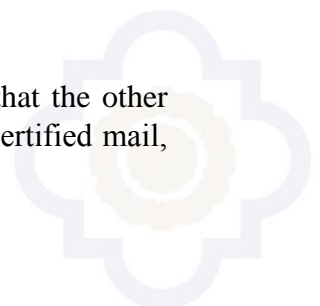
The Consultant/Contractor shall be paid monthly for the actual fees, costs and expenses but in no event shall total compensation exceed _____ (\$_____), without City's prior written approval. Account Code Number/Account Description for Scope of Work to be charged to: _____.

Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant/Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant/Contractor's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant/Contractor's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than **90** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.





B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant/Contractor is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant/Contractor shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant/Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant/Contractor, and the City may withhold any payments due to Consultant/Contractor until such time as the exact amount of damages, if any, due the City from Consultant/Contractor is determined.

D. In the event of termination, the Consultant/Contractor shall be compensated as provided for in this Contract, except as provided in Section 4.C. Upon termination, the City shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant/Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant/Contractor under this Contract shall become the property of the City, and the Consultant/Contractor shall have no property right therein whatsoever.

B. upon termination, the City shall be entitled to, and the Consultant/Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant/Contractor in performing this Contract which is not Consultant/Contractor's privileged information, as defined by law, or Consultant/Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Consultant/Contractor's possession.

C. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by



Consultant/Contractor hereunder (the “Work”) to be a work made for hire. Consultant/Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH LOCAL LAW:

A. Consultant/Contractor shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City’s responsibility to obtain all rights of way and easements to enable Consultant/Contractor to perform its services hereunder. Consultant/Contractor shall assist City in providing the same.

9. WARRANTIES AND RESPONSIBILITIES CONSULTANT - CONTRACTOR:

A. Consultant/Contractor agrees, represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required for Consultant/Contractor to practice its profession and to properly provide the services set forth in **Exhibits A & B** in a manner which is consistent with the generally accepted standards of Consultant/Contractor’s profession. Consultant/Contractor represents and warrants to City that Consultant/Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals which are legally required for Consultant/Contractor to practice its profession at the time the services are performed.

B. Consultant/Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, state and local law in accordance with Section 17.A hereof.

C. Consultant/Contractor shall designate a project manager who at all times shall represent the Consultant/Contractor before the City on all matters relating to this Contract. In the event that City, in its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by Consultant/Contractor, including but not limited to the project manager, to perform services pursuant to this Contract, Consultant/Contractor shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

D. Except as set forth in **Exhibit E**, Consultant/Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant/Contractor only the facilities, equipment, and other materials listed in **Exhibit E** according to the terms and conditions set forth in **Exhibit E**.



E. Consultant/Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant/Contractor in writing within sixty (60) days of discovery. Should Consultant/Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant/Contractor shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant/Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant/Contractor.

11. ASSIGNABILITY:

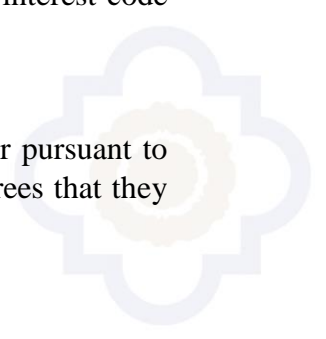
Consultant/Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant/Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant/Contractor covenants that neither it, nor any of its employees, agents, contractors, and sub-contractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant/Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant/Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant/Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant/Contractor in writing that Consultant/Contractor's duties under this Contract warrant greater disclosure by Consultant/Contractor than was originally contemplated. Consultant/Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant/Contractor pursuant to performance of this Contract are confidential and Consultant/Contractor agrees that they





shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT/CONTRACTOR-NEGLIGENCE:

Consultant/Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant/Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant/Contractor or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant/Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant/Contractor except such loss or damage which was caused by the active negligence, *{only if contract involves design services in connection with a public works project - see Civil Code §2782(b), §2783}* sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT/CONTRACTOR TO PROVIDE INSURANCE:

A. Consultant/Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant/Contractor shall furnish the City with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The Consultant/Contractor agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant/Contractor.



C. In addition to any other remedy the City may have, if Consultant/Contractor fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant/Contractor under this Contract.

D. No policy required by this Contract shall be endorsed to suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits unless the Consultant/Contractor has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the City.

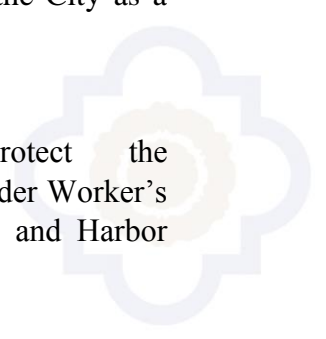
F. Aggregate Limits/Impairment. If any of the insurance coverage's required by this section contain annual aggregate limits, the Consultant/Contractor must give the City notice of any pending claim or lawsuit which may diminish the aggregate. The Consultant/Contractor must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant/Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant/Contractor under the Contract.

H. The Consultant/Contractor and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant/Contractor and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

I. Worker's Compensation and Employer's Liability Insurance.

1. Worker's Compensation Insurance to protect the Consultant/Contractor, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremens and Harbor





Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant/Contractor shall execute a certificate of compliance with Labor Code Section 3700, on the form provided in the Contract Documents.

2. Consultant/Contractor shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant/Contractor

J. Commercial General Liability Insurance

1. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and sub-contractors work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000 general and products/completed operations aggregates.

2. The commercial general liability insurance shall also include the following:

a. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insured's. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

c. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant/Contractor under the Contract, including, without limitation, set forth in Section 16, Indemnity and Litigation Costs.

K. Commercial Automobile Liability Insurance.

1. The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone



directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

2. The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.J.2 above.)

L. Professional Liability.

The Consultant/Contractor and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

17. MISCELLANEOUS PROVISIONS:

Compliance With Laws. Consultant/Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

Non-Discrimination. Consultant/Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation. Consultant/Contractor shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.

Inspection of Records. Consultant/Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant/Contractor.

D. Entirety of Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. Notices. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

F. Governing Law. This Contract shall be interpreted and governed by the laws of the State of California.



G. Venue. Any action arising out of this Contract shall be brought in Placer County, California, regardless of where else venue may lie.

H. Attorneys' Fees. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

I. Counterparts. The parties may execute this Contract in two or more counterparts, which shall, in the aggregate, be signed by all the parties, each counterpart shall be deemed an original instrument as against any party who has signed it.

J. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

NAME/COMPANY/ADDRESS

**CITY OF LINCOLN,
a municipal corporation**

(Authorized Signature)

Jennifer Hanson, City Manager

Print Name

Dated

ATTEST:

APPROVED AS TO FORM:

Gwen Scanlon, City Clerk

Kristine Mollenkopf, City Attorney

Dated

Dated

APPROVED AS TO CONTENT:

Ray Leftwich, Public Works Director

Dated





EXHIBIT B

Contract Specifications

Section 1: General Conditions

All work shall conform to the General Conditions. Payment for conformance with this section is included in the accepted per occurrence service price.

1.1 Hours and Days of Maintenance

Contractor shall perform the required maintenance services between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday. Any modification to the hours and days of maintenance services is subject to approval by the City. Contractor shall conduct the work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks, vehicular traffic on adjacent streets etc.

1.2 Periodic Project Inspections

Upon City's request, Contractor shall walk the projects with the City's representative for the purpose of determining compliance with the specifications or to discuss required work. Contractor's representative must be authorized to sign documents and make changes to the work.

1.3 Acceptance

Acceptance by the City of any services furnished under the Contract shall occur only subsequent to a final review of authorized employees of the City. Payment of services is dependent upon acceptance of the work completed. The City will reject and refuse payment for any and all non-conforming services.

1.4 Payment

The price paid per occurrence for each building will be based on the accepted per occurrence service price form in **Exhibit F** provided by Contractor for each Building. Payment will be made only for work that is determined to be in substantial compliance with these specifications.

Contractor will be notified in writing, email, or by phone if the City has determined that work completed does not conform to these specifications. Upon receipt of notification, Contractor shall have 24 hours to provide the City with a deficiency correction plan that identifies how Contractor will correct any identified deficiencies necessary to bring stated work into conformance with these specifications. Upon the City's approval of the deficiency correction plan, Contractor shall complete all necessary work identified in the deficiency correction plan within 24 hours unless otherwise approved by the City. If the work is completed to address the identified deficiencies and determined to be satisfactory by the City, Contractor will be paid in full for the work. If the deficiency(s) are not corrected as stated above, the monthly service fee for that specific Building will be reduced at a rate that the City determines is proportional to the work not completed. If the required work is not completed within the stated time period or if the City determines that the work does not conform to these specifications, the City reserves the right to complete the work with City staff or other contracted staff and the cost of such work will be deducted from Contractor's total Per occurrence service fee, which may be more than



the per site service fee for the facility related to the deficiency. If any scheduled use of City facilities are impacted by neglect on Contractor's part, any costs associated with re-scheduling the event/activity/program shall be the responsibility of Contractor. These costs may include staffing costs, lighting costs, etc. Payment for each building shall be paid at costs shown in **Exhibit F**.

1.5 Escalation

Contractor's accepted Service Prices per the submitted and accepted Service Price Form will be in effect from July 1, 2019 to June 30, 2022. Contractor will receive a 2.5% escalation for services on the following dates: July 1, 2020 and July 1, 2021. With the exception of the allowed escalation, the Contract prices shall remain in effect for the duration of the contract.

1.6 Contract Extension

The City retains the option to extend the contract by one three-year term. The Contract prices will not be renegotiated unless it is to the benefit of the City. However, Contractor will continue to receive the 2.5% escalation on the accepted Service Price for each site and Extra Work items on July 1st of each year of the extended contract, unless the approved extension and contract amendment indicates otherwise.

1.7 Extra Work

Work determined to be not included in these contract specifications will be paid for as Extra Work. Extra Work that is not considered covered in the scope shall be billed at T&M. Labor cost to be billed at rate shown in **Exhibit F** and materials at cost plus 7%. All Extra Work shall be approved by the City in writing prior to initiating the work. Payment shall not be made for Extra Work completed prior to receipt of City approval.

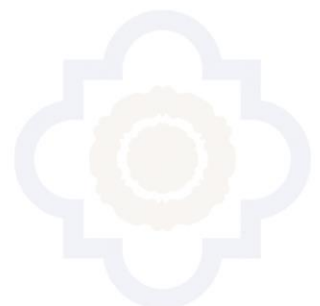
1.8 Invoices

Contractor's invoice shall include all monthly services that were provided and the line item shall reflect the agreed upon Per Occurrence Service Price shown in **Exhibit F**. Contractor will be required to provide material cost detail on invoicing documentation. All invoices shall be mailed to:

City of Lincoln
Accounts Payable
600 Sixth Street
Lincoln, CA 95648

1.9 License Requirements

- City of Lincoln Business License
- C4 - Boiler, Hot Water heating and Steam Fitting
- C20 - Warm-Air Heating, Ventilating and Air-Conditioning
- C36 - Plumbing
- C43 - Sheet Metal
- A - General Engineering Contractor
- B- General Building Contractor





1.10 Safety

Safety provisions shall conform to Cal-OSHA Safety Orders and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

Contractor shall develop and maintain for the duration of the Contract a safety program that effectively incorporates and implements all required safety provisions. Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

All chemicals/products used must be pre-approved by the City and must always be accompanied by each chemicals/products MSDS.

1.11 Response Time

All Contractor employees shall have access to contract supervision and shall be immediately available at all times Contractor employees are working on sites. Contractor supervisor or identified substitute shall be available twenty-four (24) hours a day via telephone, and must respond to an emergency situation/major discrepancy in the Contract, or when needed within two (2) hours of initial contact.

1.12 Qualified Contractor Supervision

Contractor's supervisors must be qualified, proficient in English, trained, and capable of providing adequate supervision and direction of Contractor's employees. Each supervisor must demonstrate verbal and written communication skills sufficient for the work required herein.

1.13 Contractor's Employees

Contractor and its employees are agents of the City of Lincoln and represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed. The City shall have the right to require Contractor to remove from assignment to City facilities such employees of Contractor or subcontractors as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees and subcontractors shall not smoke tobacco within twenty feet of any entrance to a public building.

1.14 Uniforms

Contractor shall provide each of its employees with uniforms. Uniform apparel shall be kept neat, clean, and in good repair. All uniforms shall include Contractor's name and logo (if any).





1.15 Equipment

The on-site supervisor shall ensure that all contractor-supplied equipment is in good working order. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the work sites, City property, private property, or any injuries caused by Contractor's equipment or personnel. Any leaking equipment shall be repaired or removed from the site. Contractor will be required to cleanup any spills generated from Contractor-owned equipment

Section 2: Scope of Services/General requirements-All areas that require service are identified below. Additionally, the frequency of the required service is also identified. The City reserves the right to increase or decrease the number of occurrences at any facility. All details in **Section 2.4** are to be completed as well as any additional Manufacture specific requirement for routine maintenance on site specific equipment. It will be the Contractor's responsibility to review any and all additional Manufactures routine service requirements not shown in Section 2.4 and incorporate them at each site visit. All services begin on July 1st and will include first change on Evaporator cooler pads with next change required as identified in schedule in **Section 2.4**. All costs to complete these tasks shall be included in the per occurrence costs for each site.

2.1 Site Location

City Hall- 600 6th Street
Fire Station 33- 17 McBean Park Dr
Fire Station 34- 126 Joiner Parkway
Fire Station 35- 2525 East Joiner Parkway
Chamber of Commerce- 540 F Street
Fire Station- 2525 E. Lincoln Parkway
Civic Center- 511 5th Street
12 Bridges Library- 485 Twelve Bridges Dr
Police Department- 770 7th Street
Community Center- 2010 1st Street
McBean Pavilion- 65 McBean park Dr
Lincoln Arts- 580 6th Street
Plaza Building- 640 5th Street
Senior Center- 391 H Street
Corp Yard 2100 Flightline Dr

2.2 Equipment & Supplies

Vendor will provide all equipment and supplies necessary to perform stated specifications at all city locations listed above.

2.3 Services

- Service all sites 3 times per year
- Same day service for repair calls. Must be able to respond in within 2 hours.
- 24 hour emergency service contact number for weekend and holidays as well
- Primary service technician and secondary when deemed necessary
- Written work orders showing problem, repairs and punch list if necessary
- Itemized invoice showing hourly rate(s) and materials used w/ cost breakdown
- 1 year parts and labor warranty



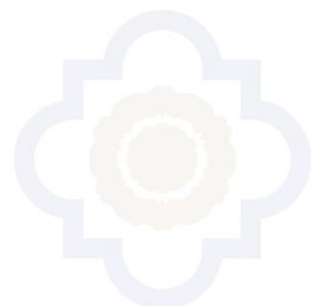


2.4 Maintenance items to be included in service:

- Replace all filters
- Check blower motor, oil as needed
- Check belt, pulley, and bearing for wear, replace or tighten as needed
- Check blower wheel and compartment cleanliness, clean as needed
- Check evaporator
- Check heat exchanger for cracks
- Check condensing motor, oil as needed
- Check and clean pilot and burners for proper orientation
- Check all electrical connections, contactors, disconnects, and tighten as needed
- Check and record supply and return air temperature
- Check and record refrigerant pressures, suction and discharge, adjust as needed
- Check condensate pump where applicable for proper operation
- Check condensate pan for drainage, cracks and clean
- Check ductwork exposed to ambient conditions for leaks
- Check overall unit condition and operation
- Check thermostat programming, tighten all electrical connections
- Advise City personnel of any recommended repairs or improvements needed
- Check pneumatic controls and calibrate as needed
- Check oil in pneumatic air compressor as recommended by manufacturer
- Check water treatment chemicals and calibrate as needed
- Clean strainers
- Check all water chemicals and adjust as needed
- Clean all coil fins
- Check exhaust fan ie: motor, belt, electrical connections, repair as needed
- Change evaporator cooler pads in April and September yearly.

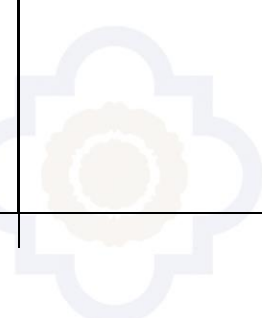
2.5 Equipment Descriptions and Locations:

It is the Contractor's responsibility to verify all HVAC equipment at each site for service. The follow list has been created to assist in this process and is not limited to the items listed below.





QTY	SYSTEM COMPONENT	MANUFACTURER	MODEL	SERIAL #	RATING	LOCATION
1	Boiler - North	Laars	PNCH125ONACL2CXN	C-06-178225	37 Blr HP	Roof - City Hall
1	Boiler - South	Laars	PNCH125ONACL2CXN	C-05-158994	37 Blr HP	Roof - City Hall
2	Boiler Pump	Bell & Gossett	1531	PH001491	3 HP	Roof - City Hall
2	HWP - South	Bell & Gossett	1531	CQE5617072B-P	0.5 HP	Roof - City Hall
	Package Unit					
1	CU01/FC3 1 - Evaporator Fan Motor 1 - Variable Speed Drive *** Remote Components 1 - Compressor	Carrier	NZA318AKA100	E063714510/ A071068752	0.12 HP 0.12 HP 1.5 Tons	City Hall
1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Return Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Economizer Section 2 - Compressors 2 - Compressors 2 - Condenser Fan Motors	Mammoth	CLDBHEFP-1004-1049	88959-01-01	40 HP 40 HP 20 HP 20 HP 20 Tons 25 Tons 3 HP	City Hall
1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Return Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Economizer Section 2 - Compressors 2 - Compressors 2 - Condenser Fan Motors	Mammoth	CLDBHEFP-1004-1049	88959-01-02	40 HP 40 HP 20 HP 20 HP 20 Tons 25 Tons 3 HP	City Hall
1	Package Unit(s) Package Unit 1 - Evaporator Fan Motor 1 - Return Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Economizer Section 2 - Compressors	Carrier	48PGDC12-A-60-LY	0207G20001	1.5 HP 2 HP 2 HP 5 Tons	City Hall

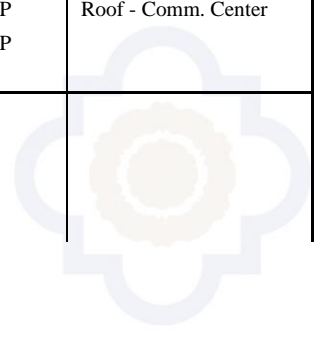




1	Split System 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section ***Remote Components 1 - Compressor	XB13	2TTB3036A1000AA			City Hall
1	CU01/FC2 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section *** Remote Components 1 - Compressor	Trane XR	4TTR7060A1000AA	142F1R6AF	0.12 HP 0.12 HP 5 Tons	City Hall
	Special Fan(s)					
1	Exhaust Fan	Greenheck	6B-240-20-X	10793092070	0.75 HP	Roof - City Hall
1	Exhaust Fan 1	Greenheck	6B-101-4-X	10793094070	0.75 HP	Roof - City Hall
1	Exhaust Fan 2	Greenheck	6B-101-4-X	10793093070	0.25 HP	Roof - City Hall
1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Compressor	Johnson Controls	2YG05L2CIAA1A113A2	N1E8836106	0.5 HP 0.5 HP 5 Tons	Roof - Civic Center
1	Package Unit(s) Split System 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section *** Remote Components 1 - Compressor	Johnson Controls	ZYG09R2B3AA3A113A2	N1E8836126	0.5 HP 0.5 HP 2 Tons	Roof - Civic Center
1	Split System 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section *** Remote Components 1 - Compressor	Johnson Controls	ZYG06L2C1AA3A113A2	N1E8836149	0.5 HP 0.5 HP 2 Tons	Roof - Civic Center
1	Split System 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section *** Remote Components 1 - Compressor	Goodman	HDP24	101447035	0.5 HP 0.5 HP 2 Tons	Roof - Civic Center
1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Compressor	Carrier	48DJD028	0394F80208	0.5 HP 0.5 HP 12.5 Tons	Roof - Comm. Center

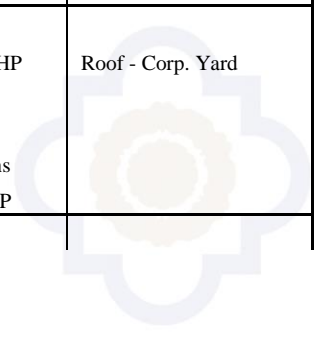


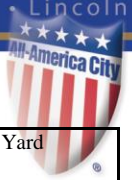
1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Compressor	Carrier	48DJD028	0394F80212	0.5 HP 0.5 HP 12.5 Tons	Roof - Comm. Center
1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Compressor	Carrier	48DJD007	0394G01426	0.5 HP 0.5 HP 6 Tons	Roof - Comm. Center
1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Compressor	Carrier	48DJD007	0394G01427	0.5 HP 0.5 HP 6 Tons	Roof - Comm. Center
1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Economizer Section 1 - Compressor	Carrier	48DJD008	0394G01522	0.5 HP 0.5 HP 7.5 Tons	Roof - Comm. Center
1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Economizer Section 1 - Compressor	Carrier	48DJD005	0394G01253	0.5 HP 0.5 HP 4 Tons	Roof - Comm. Center
1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Economizer Section 1 - Compressor	Carrier	48DJD005	039G0124B	0.5 HP 0.5 HP 4 Tons	Roof - Comm. Center
1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Economizer Section 1 - Compressor	Carrier	48DJD005	0394G01250	0.5 HP 0.5 HP 4 Tons	Roof - Comm. Center
4	Special Fan(s) Exhaust Fan 4 - Variable Speed Drives	Greenheck			0.5 HP 0.5 HP	Roof - Comm. Center



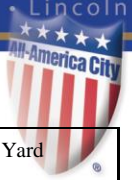


1	Package Unit(s) Package Unit 1 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Trane	2YCC3048A1075AA		0.75 HP 4 Tons 0.5 HP	Roof - Corp. Yard
1	Package Unit 2 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Trane	2YCC304301A104AA		0.5 HP 3 Tons 0.25 HP	Roof - Corp. Yard
1	Package Unit 3 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Trane	2YCC3042A1075AA		0.75 HP 3 Tons 0.5 HP	Roof - Corp. Yard
1	Package Unit 4 1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor 1 - Condenser Fan Motor	Aaon	RMA0430AA01-222		1 HP 4 Tons 0.5 HP	Roof - Corp. Yard
1	Package Unit 5 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Trane	2YCC3024A1040AA		0.5 HP 2 Tons 0.25 HP	Roof - Corp. Yard
1	Package Unit 6 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Trane	2YCC3018A1040AA		0.5 HP 1.5 Tons 0.25 HP	Roof - Corp. Yard
1	Package Unit 7 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Trane	2YCC3018A104AA		0.5 HP 1.5Tons 0.25 HP	Roof - Corp. Yard
1	Package Unit 8 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Trane	2YCC3024A1040AA		0.5 HP 2 Tons 0.25 HP	Roof - Corp. Yard
1	Package Unit 9 1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor 1 - Condenser Fan Motor	Trane	2YCC3048A1075AA		0.75 HP 4 Tons 0.5 HP	Roof - Corp. Yard





1	Heat Pump 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Trane	2YCC3024A1040AA		0.5 HP 2 Tons 0.25 HP	Roof - Corp. Yard
1	Package Unit 11 1 - Evaporator Fan Motor 1 - Heating Section	Trane	4YCC3018A1040AA		0.5 HP	Roof - Corp. Yard
	*** Remote Components 1 - Compressor 1 - Condenser Fan Motor				1.5 Tons 0.25 HP	
1	Package Unit 12 1 - Evaporator Fan Motor 1 - Heating Section *** Remote Components 1 - Compressor 1 - Condenser Fan Motor	Trane	4YCC3018A104AA		0.5 HP 1.5 Tons 0.25 HP	Roof - Corp. Yard
1	Package Unit 13 1 - Evaporator Fan Motor 1 - Heating Section *** Remote Components 1 - Compressor 1 - Condenser Fan Motor	EMI	S1HA80D0D10		0.25 HP 1 Tons 0.12 HP	Roof - Corp. Yard
1	Package Unit 14 1 - Evaporator Fan Motor 1 - Heating Section *** Remote Components 1 - Compressor 1 - Condenser Fan Motor	Quietside	QSCC181		0.25 HP 1 Tons 0.12 HP	Roof - Corp. Yard
	Special Fan(s)					
1	Exhaust Fan 1	ILG	CRBA10GD1151		0.25 HP	Roof - Corp. Yard
1	Exhaust Fan 2	ILG	CRBA10GD1151		0.25 HP	Roof - Corp. Yard
1	Exhaust Fan 11	ILG	CRBA10GD1151		0.25 HP	Roof - Corp. Yard
1	Exhaust Fan 9	ILG	270-FCV-10-1		7.5 HP	Roof - Corp. Yard
1	Exhaust Fan 3	ILG	CRBA24LD4603		1 HP	Roof - Corp. Yard
1	Exhaust Fan 12	ILG	CRBA24LD4603		1 HP	Roof - Corp. Yard
1	Exhaust Fan 13	ILG	CRBA24LD4603		1 HP	Roof - Corp. Yard
1	Exhaust Fan 4	ILG	CRBA18KD1151		0.75 HP	Roof - Corp. Yard
1	Exhaust Fan 5	ILG	CRBA18KD1151		0.75 HP	Roof - Corp. Yard
1	Exhaust Fan 6	ILG	CRBA18KD1151		0.75 HP	Roof - Corp. Yard



1	Exhaust Fan 7	ILG	CRBA18KD1151		0.75 HP	Roof - Corp. Yard
1	Exhaust Fan 10	AFC	AF15D141327		5 HP	Roof - Corp. Yard
1	Exhaust Fan 8	AFC	AF12R115277		2 HP	Roof - Corp. Yard
1	***Replacement of desiccant on heat wheel 1x per year.					Roof - Corp. Yard
	Package Unit(s) Package Unit 1 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Carrier	48HJD005-551		0.25 HP 5 Tons 0.25 HP	Roof - F.S. 33
1	Package Unit 2 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Carrier	48XP-024040311		0.12 HP 2 Tons 0.12 HP	Roof - F.S. 33
1	Package Unit 3 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Carrier	48HJD004-541		0.25 Hp 3 Tons 0.12 HP	Roof - F.S. 33
1	Package Unit 4 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Carrier	48HJD004-541		0.12 HP 3 Tons 0.12 HP	Roof - F.S. 33
1	UC01/FC01 1 - Evaporator Fan Motor 1 - Heating Section ***Remote Components 1 - Compressor 1 - Condenser Fan Motor	Carrier	24ACA3248300		0.12 HP 3 Tons 0.12 HP	Roof - F.S. 33
1	Package Unit(s) CU01/FC2 1 - Evaporator Fan Motor	Carrier	24ACA336A500		0.12 HP	Roof - F.S. 33
	1 - Heating Section *** Remote Components 1 - Compressor 1 - Condenser Fan Motor				3 Tons 0.12 HP	
1	CU01/FC3 1 - Evaporator Fan Motor 1 - Heating Section *** Remote Components	Carrier	24ACA348300		0.12 HP	Roof - F.S. 33



	1 - Compressor 1 - Condenser Fan Motor				3 Tons 0.12 HP	
1	Split System 1 1 - Evaporator Fan Motor ***Remote Components 1 - Compressor 1 - Condenser Fan Motor	Mitsubishi	PUY-A24NHA		0.12 HP 2 Tons 0.12 HP	Roof - F.S. 33
1	Special Fan(s) Exhaust Fan 1	Greenheck	GB-200-1B		1.5 HP	Roof - F.S. 33
1	Exhaust Fan 2	Greenheck	GB-200-1B		1.5 HP	Roof - F.S. 33
1	Exhaust Fan 3	Greenheck	GB-200-1B		1.5 HP	Roof - F.S. 33
1	Exhaust Fan 4	Plynovent	TEV-565-60		7.5 HP	Vehicle Exhaust - F.S. 33
1	Air Handler(s) Evap. Cooler 1 - Supply Fan Motor	Essick Air	CD1116		0.25 HP	Roof - F.S. 33
1	Evap. Cooler 1 - Supply Fan Motor	Essick Air	CD1116		0.25 HP	Roof - F.S. 33
1	Package Unit(s) CU01/FC01 1 - Evaporator Fan Motor 1 - Heating Section ***Remote Components 1 - Compressor	Carrier	24ACA348A0050010	2206E0290	0.12 HP 3 Tons	Roof - F.S. 34
1	CU01/FC2 1 - Evaporator Fan Motor 1 - Heating Section ***Remote Components 1 - Compressor	Carrier	24ACA330A500	1706E37887	0.12 hp 3 Tons	Roof - F.S. 34
1	CU01/FC3 1 - Evaporator Fan Motor 1 - Heating Section ***Remote Components 1 - Compressor	Carrier	240ACA318A300	2406E09555	0.12 HP 3 Tons	Roof - F.S. 34
1	CU01/FC4 1 - Evaporator Fan Motor 1 - Heating Section ***Remote Components 1 - Compressor	Carrier	240ACA336A500	2506E10547	0.12 HP 3 Tons	Roof - F.S. 34
1	CU01/FC5 1 - Evaporator Fan Motor 1 - Heating Section ***Remote Components 1 - Compressor	Carrier	240ACA318A300	2406E09593	0.12 HP 3 Tons	Roof - F.S. 34
1	CU01/FC6 - Mezzine 1 - Evaporator Fan Motor 1 - Heating Section ***Remote Components	Mitsubishi	PUY-A24NHA		0.12 HP 2 Tons	F.S. 34



	1 - Compressor					
1	CU01/FC6 1 - Evaporator Fan Motor 1 - Heating Section ***Remote Components 1 - Compressor	Carrier	24ACA336A500	2206E29829	0.12 HP 3 Tons	Roof - F.S. 34
1	CU01/FC6 - 1 1 - Evaporator Fan Motor 1 - Heating Section ***Remote Components 1 - Compressor	Carrier	24ACA336A500	1706E36201	0.12 HP 3 Tons	Roof - F.S. 34
1	Evaporator Cooler	Essick Air	7500DD	RC16138		Roof - F.S. 34
1	Evaporator Cooler	Essick Air	7500DD	RC16144		Roof - F.S. 34
1	Evaporator Cooler	Essick Air	7500DD	RC16140		Roof - F.S. 34
3	Exhaust Fan					Roof - F.S. 34
1	Exhaust Fan					Vehicle Exhaust - F.S. 34
1	Package Unit(s) Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Compressor	Bryant	582APW030040AAA	400G10213	0.5 HP 0.5 HP 2 Tons	Roof - F.S. 35
1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Compressor	Bryant	582APW060090AAA	1200G10039	0.5 HP 0.5 HP 2 Tons	Roof - F.S. 35
1	Evaporative Cooler 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Compressor	Adobe Air	E5830D	H99007399	0.5 HP 0.5 HP 3 Tons	Roof - F.S. 35
1	Evaporative Cooler 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Compressor	Champion Cooler	955D	BP7070012	1.5 HP 3 Tons	Roof - F.S. 35
1	Package Unit(s) Split System 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section ***Remote Components 1 - Compressor	Carrier	38CKC024330	1400E13456	0.25 HP 0.25 HP 2 Tons	Ground - Library Carnegie
1	Split System 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section ***Remote Components	American Standard	AUCID100A9601	1400E13456	0.25 HP 0.25 HP	Ground - Library Carnegie



	1 - Compressor				5 Tons	
1	CU01/FC01 1 - Evaporator Fan Motor ***Remote Components 1 - Compressor	Fujitsu	A0U42RLX	000462	0.12 HP 3 Tons	Roof - Library 12 Bridges
1	Package Unit(s) Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor	Trane	YHC120A4RLA2K000	705102896L	0.25 HP 10 Tons	Roof - Library 12 Bridges
1	Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor	Trane	YFD151C4LHBB	710100208D	0.75 HP 15 Tons	Roof - Library 12 Bridges
1	Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor	Trane	YHC102A4RLA2G	705103050L	0.75 HP 10 Tons	Roof - Library 12 Bridges
1	Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Trane	YHC072A4RHA280	705102679L	0.12 HP 6 Tons	Roof - Library 12 Bridges
1	Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor	Trane	YFD211C4HCA	710100218D	0.25 HP 10 Tons	Roof - Library 12 Bridges
1	Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor	Trane	YFD151C4LHBB	710100243D	0.75 HP 15 Tons	Roof - Library 12 Bridges
1	Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Trane	YHC072A4RLA280	705102761L	0.12 HP 6 Tons	Roof - Library 12 Bridges
1	CU01/FC01 1 - Evaporator Fan Motor 1 - Heating Section ***Remote Components 1 - Compressor	Fujitsu	AOU24RLX	001458	0.12 HP 1 Ton	Roof - Library 12 Bridges



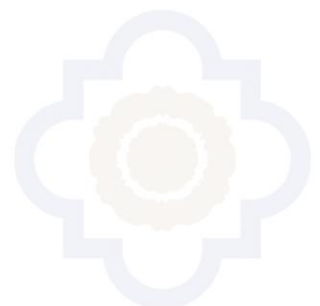
1	Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Trane	YHC043A4RLA130	705102831L	0.12 HP 4 Tons	Roof - Library 12 Bridges
1	Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Trane	YHC063A4RLA1200B	705103065L	0.12 HP 6 Tons	Roof - Library 12 Bridges
1	Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor	Trane	YHC072A4RLA2800	705102681L	0.12 HP 7.5 Tons	Roof - Library 12 Bridges
	Special Fan(s)					
1	Exhaust Fan	Greenheck			0.25 HP	Roof - Library 12 Bridges
2	Wall Mounts	Bard	WH483A04UP4			Lincoln Airport
1	Split System	York	HIRA048S06G			Ground - Lincoln Arts
1	Split System	High Efficiency	CA5530VKD2	L971122625		Ground - Lincoln Arts
1	Wall Mounts	Bard	WH361-A05UP4	125H011637894-02		Senior Center
1	Wall Mounts	Bard	WH361-A05UP4	125F011626096-02		Senior Center
	Ground	Rheem Prestige	RPRL-048JEC	7222W290903631		Lincoln Youth Center
1	Split System 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section	Rheem Mfg. Co.	CA5036VKB1	L92425338	0.25 HP 0.25 HP	Ground - Chamber
	***Remote Components 1 - Compressor				4 Tons	
1	Package Unit(s) Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Compressor	Rheem Mfg. Co.	RKKA060CK10E	ADAAF069812909	0.25 HP 0.25 HP 5 Tons	Roof - Pavilion
1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Compressor	Rheem Mfg. Co.	RKKA060CK10E	ADAAF0689810094	0.25 HP 0.25 HP 5 Tons	Roof - Pavilion
1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Compressor	Rheem Mfg. Co.	RKKA060CK10E	ADAAF0689810093	0.25 HP 0.25 HP 5 Tons	Roof - Pavilion



1	Package Unit 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section 1 - Compressor	Rheem Mfg. Co.	RKKA060CK10E	ADAAAF0689810095	0.25 HP 0.25 HP 5 Tons	Roof - Pavilion
1	Split System 1 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Heating Section ***Remote Components 1 - Compressor	Goodman	HDC12	9909554487	0.25 HP 0.25 HP 1.5 Tons	Roof - Pavilion
1	Evaporative Cooler 1 - Evaporator Fan Motor 1 - Variable Speed Drive 1 - Compressor	Champion	5500D0		0.25 HP 0.25 HP 3 Tons	Roof - Pavilion
1	Range Hood Cleaning					Pavilion
1	Exhaust Fan					Roof - Pavilion
1	Package Unit(s) Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Carrier	48HJD008-531	1599630302	0.3 HP 7.5 Tons	Roof – Plaza building
1	Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Carrier	48HJD008-531	4099G30302	0.3 HP 7.5 Tons	Roof – Plaza building
1	Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor	Carrier	48HJD008-531	4299G30298	0.3 HP 7.5 Tons	Roof – Plaza Building
1	Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor	Carrier	48HJD008-531	4299G30296	0.3 HP 7.5 Tons	Roof – Plaza Building
1	Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Carrier	48HJE004	3799G20172	0.3 HP 3 Tons	Roof – Plaza building
1	Package Unit 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Carrier	50SX024	2199G43382	0.3 HP 2 Tons	Roof – Plaza Building
1	Special Fan(s) Exhaust Fan 1 - Variable Speed Drive	Penn	DX14B		0.25 HP 0.25 HP	Plaza building



1	Package Unit(s) Split System 1 1 - Evaporator Fan Motor 1 - Heating Section ***Remote Components 1 - Compressor	Bryant	563CP060	0499E02979	0.5 HP 5 Tons	Ground - P.D
1	Split System 2 1 - Evaporator Fan Motor 1 - Heating Section ***Remote Components 1 - Compressor	Bryant	563CP060	0499E02966	0.5 HP 5 Tons	Ground - P.D.
1	Split System 3 1 - Evaporator Fan Motor 1 - Heating Section ***Remote Components 1 - Compressor	Bryant	563CP060	2798A05648	0.5 HP 5 Tons	Ground - P.D
1	Split System 4 1 - Evaporator Fan Motor 1 - Heating Section ***Remote Components 1 - Compressor	Data Aire	H2RA03650G6	W0F5376893	0.5 HP 3 Tons	Ground - P.D
1	Split System	Fujitsu	AOU18CL	DCN015218		Roof - P.D
1	Split System	Fujitsu	AOU18CL	DCN015218		Roof - P.D
	Ground	Mitsubishi Electric	MU-A09WA-78 LBS			Pool





C

**EXHIBIT
SCHEDULE OF PERFORMANCE**

HVAC maintenance services shall begin FY 2019/2020 (July 1, 2019) and end June 30, 2022. The City will also have the option to renew an additional three-year term ending June 30, 2025.





EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

Labor Code § 1861

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT/CONTRACTOR

By: _____

Title

Print Name

Date





EXHIBIT E

FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant/Contractor shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in **EXHIBIT B**.

City Hall- 600 6th Street
Fire Station 33- 17 McBean Park Dr
Fire Station 34- 126 Joiner Parkway
Fire Station 35- 2525 East Joiner Parkway
Chamber of Commerce- 540 F Street
Fire Station- 2525 E. Lincoln Parkway
Civic Center- 511 5th Street
12 Bridges Library- 485 Twelve Bridges Dr
Police Department- 770 7th Street
Community Center- 2010 1st Street
McBean Pavilion- 65 McBean park Dr
Lincoln Arts- 580 6th Street
Plaza Building- 640 5th Street
Senior Center- 391 H Street
Corp Yard 2100 Flightline Dr





EXHIBIT F

Per occurrence service Price Form

City shall compensate Contractor in accordance with the terms and conditions of this Proposal, as follows: (Please complete)

Per Occurrence price:

City Hall	Per occurrence \$ _____
Chamber	Per occurrence \$ _____
Civic Center	Per occurrence \$ _____
Police Department	Per occurrence \$ _____
Community Center	Per occurrence \$ _____
Plaza Building	Per occurrence \$ _____
Fire Station 33	Per occurrence \$ _____
Fire Station 34	Per occurrence \$ _____
Fire Station 35	Per occurrence \$ _____
12 Bridges Library	Per occurrence \$ _____
McBean Pavilion	Per occurrence \$ _____
Lincoln Arts Building	Per occurrence \$ _____
Senior Center	Per occurrence \$ _____
Corp Yard	Per occurrence \$ _____

TOTAL PER OCCURENCE \$ _____

TOTAL ANNUAL COST (3 times per year, per site) \$ _____

Filter change only:

City Hall	Per occurrence \$ _____
Chamber	Per occurrence \$ _____
Civic Center	Per occurrence \$ _____
Police Department	Per occurrence \$ _____
Community Center	Per occurrence \$ _____
Plaza Building	Per occurrence \$ _____
Fire Station 33	Per occurrence \$ _____
Fire Station 34	Per occurrence \$ _____
Fire Station 35	Per occurrence \$ _____
12 Bridges Library	Per occurrence \$ _____



McBean Pavilion

Per occurrence \$ _____

Lincoln Arts Building

Per occurrence \$ _____

Senior Center

Per occurrence \$ _____

Corp Yard

Per occurrence \$ _____

Additional services recommended by Contractor or requested by City shall be estimates in writing by Contractor and approved in writing by the City prior to commencement of work at the following rate schedule;

Hourly rate M-F 8am – 5pm

Per hour \$ _____

After hour rate M-F and weekends 5pm – 8am

Per hour \$ _____





EXHIBIT G PROPOSAL CERTIFICATION

- I. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP) and to be bound by the terms and conditions of the RFP.
- II. This contractor has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the contractor and that the contractor is responsible for these.
- III. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- IV. The proposal includes all of the commentary, figures and data required by the Request for Proposal.
- V. This contractor has carefully read and understands all of the items contained in Section 3, Conditions and Requirements.
- VI. The proposal by this contractor is an irrevocable offer and shall be valid for 120 days from date of submission.

Name _____ of _____ Contractor:

By (Authorized Signature): _____

Date: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

EMAIL Address: _____

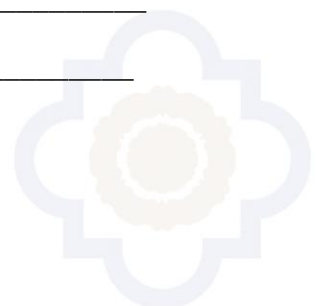




EXHIBIT H PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of Lincoln, State of California, has awarded to CONTRACTOR (hereinafter designated as "Principal") a contract for Park and Facility Landscape Maintenance Service; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

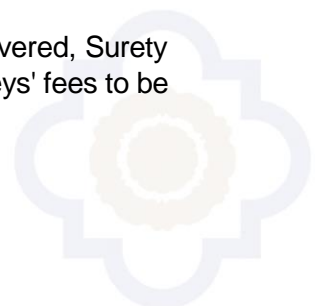
NOW, THEREFORE, we, the Principal and as Surety, are held and firmly bound unto the City of Lincoln (hereinafter called "Owner"), in the sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Owner, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force, virtue, and effect.

And said Surety for value received, thereby expressly acknowledges and agrees that no change, extension of time, forbearance or waiver, prepayment or delay in payment, alteration or addition to the terms of the Contract Documents, whether by virtue of the provisions for modifications contained therein or by separate agreement between the Contractor and the City of Lincoln, shall in any manner affect its obligations on this agreement, and said Surety hereby expressly waives notice of and consents to any such change, forbearance or waiver, extension of time, prepayment or delay in payment, alteration or addition. Said Surety hereby expressly acknowledges and agrees to be bound by the terms and conditions contained in the contract documents and any amendment and/or modifications thereto, and said contract documents, amendments and modifications are hereby incorporated in this performance bond as though fully set forth herein.

In the event suit is brought upon this bond by Owner and judgment is recovered, Surety shall pay all costs incurred by Owner in such suit, including reasonable attorneys' fees to be fixed by the Court.

Death of the Principal shall not relieve Surety of its obligations hereunder.





IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the _____ day of _____, 2019.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

PRINCIPAL

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

SURETY

NOTE: Signatures of those executing for Surety must be properly acknowledged.

The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond. A copy of such power of attorney shall be on file with the Lincoln City Clerk.

END OF DOCUMENT

